of land "for road purposes" excepting and reserving the use and possession thereof, as long as the grantor should live, when full possession should pass to the grantee, the grantor, warranting the title to the premises against the claims of all persons. The land which was the subject of this grant, was a part of the homestead and the wife did not sign the deed. In an action by the plaintiff to establish an easement for road purposes, *held,* that the deed purported to convey an easement only and was valid, although not signed by the wife. *Maxwell* v. *McCall et al.* (1910), — Ia. —, 124 N. W. 760.

There are two views as to the power of the husband by his sole act to grant a right of way over the homestead. One holds that he may do so when such conveyance or grant will not defeat or interfere with the substantial enjoyment of the homestead, as such. *Ottumwa, etc., Ry. Co.* v. *McWilliams,* 71 Ia. 164, 32 N. W. 315; *Chicago etc. R. Co.* v. *Titterington,* 84 Tex. 218, 19 S. W. 472, 31 Am. St. Rep. 39. The same rule has been applied to streets. *Orrick* .v *Ft. Worth,* (Tex. Civ. App.), 32 S. W. 443, and *Little Rock* v. *Wright,* 58 Ark. 142, where the dedication of streets over part of a homestead tract was held not invalid as creating an incumbrance. See also,*Stokes* v. *Maxson,* 113 Ia. 122, 84 N. W. 949, where it was held that the husband need not join in the wife's grant of a license to use a stairway situated on the homestead. This rule is repudiated in *Pilcher* v. *Atchison, etc. R. Co.,* 38 Kan. 516, 16 Pac. 945, 5 Am. St. Rep. 770, the court holding that the qualifying expression "when it will not defeat the substantial enjoyment of the homestead, as such" is too flexible, and its applicability too uncertain. See also the following decisions, which take the view that no right of way over homestead property can be granted, except by the joint deed of husband and wife. *Griffin* v. *Chattanooga, Southern R. Co.,* 127 Ala. 570, 30 South. 523, 85 Am. St. Rep. 143; *San Francisco* v. *Grote,* 120 Cal. 59, 52 Pac. 127; *Gulf, etc. R. Co.* v. *Singleterry,* 78 Miss. 772, 29 South. 754.

INSURANCE—INCOMPLETE ANSWER TO QUESTION—INTEMPERATE USE OF INTOXICATING LIQUORS.—In an action to recover on a benefit certificate, *held,* that in reply to the question, "If you use intoxicants at all, state kind and quantity consumed," the answer, "When I come to town, beer," when in fact whisky was also consumed, does not vitiate the contract, and that "the intemperate use of intoxicating liquors" means such a use as tends to impair the health of the insured or increase the risk. *O'Connor* v. *Modern Woodmen of America* (1910), — Minn. —, 124 N. W. 454.

While the conclusion reached by the court in this case may perhaps be correct, the points considered are interesting and must give rise to some differences of opinion. As these answers were expressly made a part of the contract, were clearly material, and as their untruth was to render the contract voidable, it would seem that they might have the effect of warranties. *Jeffries* v. *Ins. Co., 22* Wall. (U. S.) 47; *Chaffee* v. *Ins. Co.,* 18 N. Y. 376. Where an answer purports to be complete, a substantial omission will avoid the insurance contract, otherwise if the answer is incomplete on its face. *Phoenix Mut. Life Ins. Co.,* v. *Raddin,* 120 U. S. 183. Of course the whole question is whether this was a substantial omission and whether

the answer showed on its face that it was incomplete. Is there a substantial difference between a drinker of beer and a drinker of whiskey? Practically all that was relied on as showing that the answer was incomplete on its face is the fact there was not room "to include one-tenth of the varieties" (of drinks) "usually found in drinking resorts." But entire good faith and the purposes of the question would seem to require a statement of the insured's principal and most harmful drinks at least. There was as much room for the word "whisky" as "beer." In *Rupert* v. *Supreme Lodge,* 94 Minn. 293, relied on to support the principal case the question put was indefinite and gave much more justification for a partial answer than in the principal case. It was answered in connection with another question left entirely unanswered, and clearly did not purport to be a complete answer. The purpose of the question in the principal case is to determine to what extent insured used liquors, not whether he drank at all, and the answer given did not show this. *Endowment Rank Sup. Lodge K. P.* v. *Townsend,* 36 Tex. Civ. App. 651. As courts have held that a person may be temperate who has delirium tremens occasionally, or who occasionally indulges to excess, the holding on this point in the principal case must probably be considered correct. *Knickerbocker Life Ins. Co.* v. *Foley,* 105 U. S. 350; *Union Mut. Life Ins. Co.* v. *Reif,* 36 Oh. St. 596. The necessity of distinguishing between "social" and "legal" intemperance as is done in the principal case is probably due to the attempts to prevent forfeiture. *Woodmen of the World* v. *Gilliland,* 11 Okl. 384. See also *Odd Fellows Mut. Life Ins. Co.* v. *Rohkopp,* 94 Pa. St. 59. It might be said in this connection that the case of *Thomson* v. *Weems,* 9 App. Cas. 671 House of Lords, criticizes the doctrine of *Knickerbocker Life Ins. Co.* v. *Foley,* supra.

INSURANCE—INSURABLE INTEREST IN LIFE—BLOOD RELATIONSHIP.—In an action by a fraternal insurance society to obtain a decree determining to whom insurance money should be paid, there being several claimants, *held,* that blood relationship of itself constitutes an insurable interest, and that brothers have insurable interests in each other's lives. *Hahn* v. *Supreme Lodge of the Pathfinder* (1910), — Ky. —, 125 S. W. 259.

The courts are apparently in conflict on the point as to what constitutes an insurable interest in life. It is laid down in *Warnock* v. *Davis,* 104 U. S. 775, that it is such an interest as will justify a reasonable expectation of advantage or benefit from the continuance of the life. This principle evidently modifies quite materially the former rule of the United States Supreme Court which was apparently that mere relationship was sufficient. It is clear that the fact that a certain person happens to be a brother of another person, does not necessarily justify the latter in such an expectation as *Warnock* v. *Davis* requires. See also *Guardian Mut. Life Ins. Co.* v. *Hogan,* 80 Ill. 35. That there must be a pecuniary basis besides relationship is well supported by *Continental Life Ins. Co.* v. *Volger,* 89 Ind. 572. The authorities seem to be tending strongly to this view and by far the greater number support it. It is very probable if all the facts were known that in most of the cases where an interest on account of relationship was held sufficient, that some pecuniary